

10-07-1999



101163983

NRD  
10-4-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)

Document ID #

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

Conveyance Type

☒ Assignment

☐ License

☐ Security Agreement

☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☐ Other

Effective Date  
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Motorola, Inc.

Formerly

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Pinnacle Towers, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1549 Ringling Boulevard

Address (line 2) 3rd Floor

Address (line 3) Sarasota

City

Florida

State/Country

34236

Zip Code

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/05/1999 NGUYEN 00000210 2241899

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

TRADEMARK  
REEL: 001970 FRAME: 0670

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (813) 227-8500

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


2,241,899		
2,243,388		

**Number of Properties**

Enter the total number of properties involved.

# 02

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

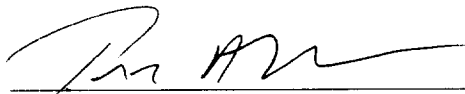
No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Todd A. Nelson

Name of Person Signing



Signature

10/1/99

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**



## TRADEMARK ASSIGNMENT

MOTOROLA, INC., a Delaware corporation ("**Assignor**") and PINNACLE TOWERS INC., a Delaware corporation ("**Assignee**").

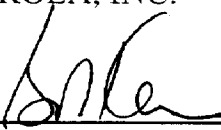
WHEREAS Assignor, pursuant to the terms of the Agreement for Purchase and Sale of Assets by and between Assignor and Assignee dated June 29, 1999 (the "**Agreement**"), agreed to enter into this Trademark Assignment in order to assign, transfer, convey and deliver to the Assignee all right, title and interest to the United States Trademarks listed on Schedule 4.11 of the Agreement (collectively referred to as "**Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

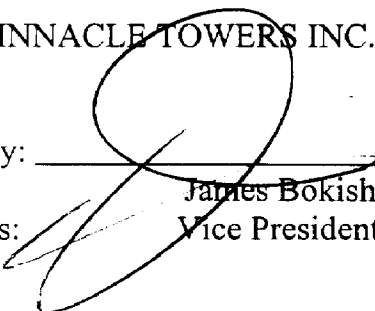
1. Assignor hereby assigns, transfers, conveys and delivers to Assignee its entire right, title and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by said marks and all registration thereof including rights to sue for and remedies against past, present and future infringements thereof, and rights of priority and protection of interest therein under the laws of any jurisdiction worldwide and all tangible endorsements thereof.
2. Assignor will execute any deeds of assignment or other documents reasonably necessary for recordal with the appropriate trademark authorities to reflect Assignee's ownership of the Intellectual Property. Assignee shall complete and bear the expense of such recordal.
3. Assignor shall, upon reasonable notice and at Assignee's expense, provide to Assignee, its successors, assigns or legal representatives, further documents and information which may from time to time be required by Assignee in connection with the renewal of any registrations, the prosecution of applications or other matters relating to the protection and enforcement of any rights related to the Intellectual Property.
4. Assignor agrees that it will deliver up to Assignee representative labels, packaging and other specimens bearing the Intellectual Property and will cease all use of the Intellectual Property, except as consented to by Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed in their respective names and on their behalf by an officer, duly authorized thereunto, effective as of this 31st day of August, 1999.

MOTOROLA, INC.

By:   
Its: Vice President

PINNACLE TOWERS INC.

By:   
Its: James Bokish  
Vice President

NYC1 #178608 v2

INTELLECTUAL PROPERTY

Registered Trademarks Being Assigned:

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
-			
SITE EXPRESS	United States	2,241,899	April 27, 1999
Site Express & Design	United States	2,243,388	May 4, 1999

06/28/99

RECORDED: 10/04/1999

TRADEMARK  
REEL: 001970 FRAME: 0675